

# OIX

## Participant Agreement

(for Non-Members)

This OIX Participant Agreement (“**Agreement**”) constitutes a binding contract between the Open Identity Exchange, a private company limited by guarantee incorporated in England pursuant to the UK Companies Act 2006 with company number 09686880 and having its registered office in the UK at Suite 1 3rd Floor, 11-12 St James's Square, London, SW1Y 4LB (“**OIX**”), and the undersigned organization or individual (“**Participant**”).

OIX organizes and supports various Projects for a variety of purposes, each of which may result in one or more draft and final versions of various types of OIX Deliverables. In some cases (at the discretion of OIX), Projects may be open to both OIX Members and non-members.

Participant is not a member of OIX, but desires to participate in and contribute to one or more OIX Projects as authorized by OIX.

In consideration of authorization by OIX to participate as a non-member in one or more OIX Projects, Participant agrees to the following terms:

1. **Definitions.** Terms used but not defined in this Agreement are defined in the applicable OIX Policy incorporated by reference in this Agreement.
2. **Agreement to OIX Policies.** Participant acknowledges and agrees that:
  - 2.1. Participant has reviewed the OIX Intellectual Property Rights Policy (“OIX IPR Policy”) and the OIX Privacy Policy (“OIX Privacy Policy”) available on the OIX website at <http://openidentityexchange.org> (each an “OIX Policy”);
  - 2.2. Both the OIX IPR Policy and the OIX Privacy Policy are incorporated into this Agreement by reference, and apply to Contributions made by Participant to each Project that Participant participates in; and
  - 2.3. Participant agrees to be bound by and comply with both the OIX IPR Policy and the OIX Privacy Policy, and such other OIX Policies applicable to Project participants as may hereafter be established by the OIX Board of Directors, as each may from time-to-time be modified, changed, supplemented or amended by OIX.

Any amendment to such an OIX Policy, or any new OIX Policy applicable by its terms to Participant, will become effective and binding on Participant thirty (30) days after Participant is notified of such amendment or new OIX Policy by email at the address below, unless Participant notifies OIX of its election to terminate this Agreement and its participation in all OIX Projects prior to the effective date of any such amendment or new OIX Policy. Participant acknowledges that some of its obligations under the OIX Policies may survive the termination of its participation in OIX Projects.
3. **Participant Representations.** Participant represents and warrants that: (i) It has adequate rights to provide Contributions to OIX in any Project in which it participates, (ii) It has the

right to, and does, bind its organization and its Affiliates to the licensing and other obligations provided in this Agreement and the OIX IPR Policy, and (iii) Inclusion of its Contribution(s) in any OIX Deliverable or other presentations or materials, in any media, will not require OIX to make any payment to, or clear or obtain any additional rights from, it or any third party. Participant understands and agrees that OIX does not intend and will not be required to edit or review Contributions for accuracy or appropriateness.

4. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL OIX, ANY OIX MEMBER, OR OIX DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO PARTICIPANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, OIX PROGRAMS, OR PARTICIPANT'S PARTICIPATION IN ANY OIX PROJECT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF OIX AND THE EXCLUSIVE REMEDY AVAILABLE TO PARTICIPANT IN CONNECTION WITH THIS AGREEMENT AND ITS PARTICIPATION IN ANY OIX PROJECT FOR ANY AND ALL DAMAGES, LIABILITIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH OIX PROGRAMS, PROJECTS, OR THIS AGREEMENT, SHALL BE TO RECOVER THE ACTUAL DAMAGES PARTICIPANT INCURRED UP TO, BUT NOT EXCEEDING, FIVE HUNDRED DOLLARS (\$500). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

NOTHING IN THIS AGREEMENT LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED, INCLUDING LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR (B) FRAUD OR FRAUDULENT MISREPRESENTATION.

5. **Term and Termination.** This Agreement shall continue until terminated by either party by giving written or email notice to the other. Termination of this Agreement terminates Participant's right to participate in any OIX Project. However, following termination of this Agreement, Participant shall remain subject to the obligations of the OIX IPR Policy with respect to all Contributions made prior to the date of termination.
6. **Privacy Consent.** Participant acknowledges and agrees that the personal data submitted in connection with this Agreement will be processed in accordance with the OIX Privacy Policy posted on the OIX website at [www.openidentityexchange.org](http://www.openidentityexchange.org).
7. **Contracts (Rights of Third Parties) Act.** No term of this Agreement (whether express or implied) is enforceable pursuant to the UK Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who other than OIX and the Participant.
8. **Governing law and forum for disputes.** This Agreement and any contractual or non-contractual obligations arising out of or in connection with it shall be governed by, and

interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement.

PARTICIPANT: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_